



#16  
GE Transportation  
Systems

W. Edward McElroy  
General Counsel

General Electric Company  
2901 East Lake Road, Erie, PA 16531  
814 875-2829

December 30, 1991

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

17624-A  
DEC 30 1991 -1 10 PM  
INTERSTATE COMMERCE COMMISSION

Dec 30 1 02 PM '91  
MOTOR OPERATING UNIT

Dear Mr. Strickland:

I have enclosed three originals of the document described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. This document is a Termination and Release dated as of December 30, 1991, a secondary document. The primary document to which this secondary document is connected is the Interim User Agreement, dated as of December 6, 1991, and filed under Recordation No. 17624.

The party to the above-described document is General Electric Company, and the address of the party is

General Electric Company  
2901 East Lake Road  
Erie, PA 16531

The railway equipment covered by the primary documents listed above consists of up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

A fee of \$16 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to the person delivering same stamped with the appropriate recordation number.

A short summary of the document to appear in the index follows:

Termination and Release dated as of December 30, 1991, pertaining to the Interim User Agreement dated as of December 6, 1991 with Recordation No. 17624, and covering up to eighteen (18) General Electric Dash 8-32 BWH

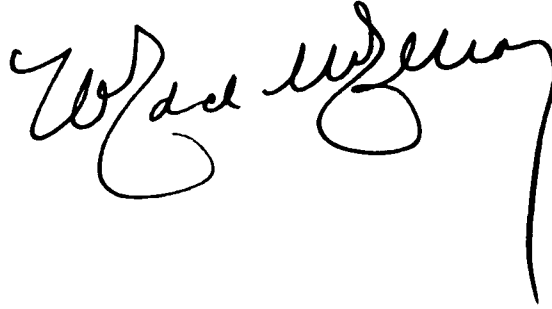
December 30, 1991

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Locomotives bearing National Railroad Passenger Corporation ("Amtrak")  
road numbers 500 and 503 to 519, inclusive.

The undersigned is General Counsel, GE Transportation Systems.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Wade W. Gregory". The signature is fluid and cursive, with a long vertical line extending downwards from the end.

/cw

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/30/91

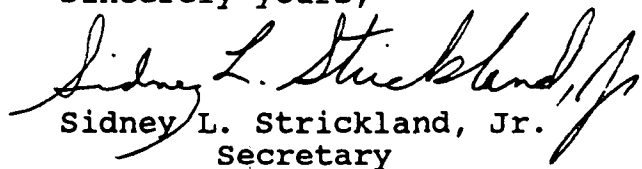
OFFICE OF THE SECRETARY

W. Edward McEllroy  
General Electric Co.  
2901 East Lake Rd.  
Erie, PA. 16531

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/30/91 at 1:10pm, and assigned recordation number(s). 17624-A

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

TERMINATION AND RELEASE

RECORDATION NO. 17624-A  
DEC 30 1991 - 1 10 PM  
INTERSTATE COMMERCE COMMISSION

TERMINATION AND RELEASE dated December 30, 1991  
(this "Termination and Release") by GENERAL ELECTRIC  
COMPANY, a New York corporation (the "Manufacturer").

W I T N E S S E T H:

WHEREAS, the Manufacturer has entered into the Interim User Agreement dated as of December 6, 1991 (the "Agreement"), with National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia (the "Buyer"), which Agreement has been filed and recorded on December 12, 1991 at 12:45 p.m. with the Interstate Commerce Commission and has been assigned Recordation No. 17624;

WHEREAS, pursuant to the Agreement the Manufacturer has delivered to the Buyer the GE Dash 8-32 BWH locomotives which are more specifically described by road number and Manufacturer's serial number in Annex A attached hereto (collectively, the "Interim Locomotives");

WHEREAS, pursuant to the Agreement the Manufacturer retained title to the Interim Locomotives for purposes of securing, among other things, payment in full by the Buyer of the purchase price of the Interim Locomotives;

WHEREAS, on the date hereof Buyer has made arrangements satisfactory to the Manufacturer for the payment in full of the purchase price for the Interim Locomotives; and

WHEREAS, on the date hereof the Manufacturer has delivered to the Buyer against receipt of such purchase price the Bill of Sale referred to in the Agreement with respect to the Interim Locomotives;

NOW, THEREFORE, the Manufacturer agrees as follows:

Section 1. Definitions. All terms used and not otherwise defined herein shall have the respective meanings provided in the Agreement.


Section 2. Termination and Release. The Agreement is hereby terminated, and all right, title and interest of the Manufacturer in and to the Interim Locomotives thereunder is hereby released.

Section 3. Further Assurances. The Manufacturer hereby agrees to execute and deliver to the Buyer, at the Buyer's cost and expense, such additional instruments, notices, releases or certificates as the Buyer may reasonably request to effectuate the foregoing provisions of this Termination and Release.

IN WITNESS WHEREOF, the Manufacturer has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

GENERAL ELECTRIC COMPANY

By:

  
Name: J. R. Malone

Title: Manager, North American  
Locomotive Marketing and Sales  
Transportation Systems  
Business Operations

Commonwealth of Pennsylvania )

) SS:

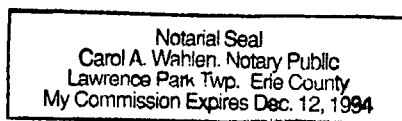
County of Erie )

On this, the 26th day of December, 1991, before me personally appeared J. R. Malone, to me personally known, who, being by me duly sworn, says that he is Manager-North American Locomotive Marketing and Sales, of the Transportation Systems Business Operations of General Electric Company, that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Carol A. Wahlen  
Notary Public

My commission expires:



Annex A to  
Termination and Release

INTERIM LOCOMOTIVES

<u>Description</u>	<u>Road Numbers</u>	<u>Manufacturer's Serial Numbers</u>
GE Dash 8-32 BWH Locomotives	500, 503-519, inclusive	46836, 46839-46855, inclusive